



## STATEMENT OF WORK

A Statement of Work (SOW) is the structural framework for defining the contract work to be performed and the measurement by which to determine whether expected results have been achieved.

A well-prepared SOW will provide answers to:

- Why (Introduction/Background)
  - How/When, Where, What If (Scope of Work)
  - Who (Responsibilities of the parties (Work Breakdown Structure))
  - What Outputs, deliverables
  - How Much – Cost Proposal
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- I. The **Introduction** should explain where we are today, how we got there and where the District wishes to be tomorrow. The introduction identifies needs, goals and legal basis for the SOW as well as a brief history.
  - II. The **Objectives** section defines the objectives of the work being contracted and lists the various elements associated with those objectives. Good objectives should be **SMART** (*specific, measurable, agreed upon, realistic, time constrained*). It should indicate how/when, but no detail should be provided about the scope of the elements, and items should not be listed that will be further amplified. This section is intended to convey a global, concise description.
  - III. **Scope of Work** is defined as a broad, general and brief description of the work that will accomplish District goals. Any detailed instructions to the contractor on tasks to be performed or deliverables required should be covered within the “Work Breakdown Structure”. The scope includes:
    1. Outline of the extent of the work
    2. Brief overview of the steps, tasks and/or phases of the project
    3. Brief description of the approach or methodology to be used
    4. Brief description of the location of the project
    5. Information regarding legal access
    6. Discussion of any pivotal timeframes
    7. Feasibility studies
    8. Contingencies
    9. Identification of what is excluded
  - IV. **Work Breakdown Structure** – defines each of the tasks the contractor must undertake to complete the work, identifies individual responsibilities, describes output, timelines for completion and performance standards. The Work Breakdown Structure identifies final completion dates and progress milestones for tasks and provides a basis for monitoring and evaluation contractor work.

For expense contracts, there is a close relationship between tasks, deliverables and payments. To ensure timeliness, the SOW must include measures by which the District will accept or reject deliverables within a reasonable, specified timeframe. For revenue contracts, additional Term and Payment sections are generally added that provide information on how long the contract will be in effect, when it starts and ends and the amount of the payment and how payment must be made.

- V. **Summary Schedule of Tasks and Deliverables-** provides an overview of the District requirements presented in the SOW as well as a quick overview of the scope requirements (task, deliverable description, due date and payment amount)

**Definitions** may be appropriate for complex Statements of Work in which there is reference to numerous acronyms or when technical terms are subject to more than one interpretation.

### **Solicitation Statements of Work and Contractual Statements of Work**

1. No difference in the information and formatting
2. RFBs-SOW must be specific and comprehensive since award will be made on the basis of the price. Since the RFB is not subject to negotiation, the SOW is incorporated as part of the contract without further changes.
3. RFPs-SOW is less specific since the District will determine, in conjunction with the selected contractor, the most appropriate approach and timing for achieving the desired objective.
4. The Final negotiated SOW (RFO) is a combination of the District's SOW and the contractor's proposed SOW. The final version clearly identifies all responsibilities of the parties and includes language ('shall') to impose a duty that may be enforced.

Procurement has developed a Statement of Work Checklist which is attached to the Guiding Document to provide further guidance as well as Ten Most Common Mistakes made in Statements of Work.

Additional information that might be helpful –

**Waiver of Competition** – There are a limited number of situations that lend themselves to use of a Waiver of Competition

- (1) Compelling technical justification for selecting a product or service from a particular vendor/contractor to meet an objective (special expertise, operational continuity, product functionality or equipment compatibility)
- (2) Legitimate and unforeseen need to obtain commodity/service within an expedited time frame which precludes the ability to proceed using formal solicitation options

(3) Adequate and current documentation to demonstrate limited competition in the marketplace rendering the solicitation process an ineffective use of District resources.

***It is not appropriate to use a waiver simply due to a good/service preference or because certain required or expected actions have not been completed in a timely manner now making the requirement urgent.***

**Sole Source** – transactions shall not be justified based on a lack of advance planning by District staff. Documentation must demonstrate that the proposed vendor/contractor's unique qualifications or the nature of the acquisition requires the use of a sole source procurement. Justification must be provided to show that no other similar good/service will meet the District's needs.

Attached is a matrix showing Procurement's current guidelines for securing verbal and written quotes and formal competition. Although the matrix indicates that for amounts less than \$50,000 written quotes aren't required, as a general rule LSD asks for written quotes when securing a product or service.